

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax: (213) 386-1297

June 11, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION TO EXTEND A SOLE SOURCE CONSULTANT SERVICES AGREEMENT
WITH CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to extend a sole source consultant services agreement with the California Mental Health Directors Association from July 1, 2013 through June 30, 2014.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Chief Deputy Director of Mental Health (Chief Deputy), or her designee, to prepare, sign and execute a consultant services amendment (Amendment), substantially similar to Attachment I, with the California Mental Health Directors Association (CMHDA), at an annual Total Compensation Amount (TCA) of \$392,066, effective July 1, 2013 through June 30, 2014.
2. Delegate authority to the Chief Deputy, or her designee, to prepare, sign, and execute future amendments to the CMHDA Agreement provided that: 1) the County's total payments to contractor under the Agreement for each fiscal year do not exceed an increase of ten percent from the applicable revised TCA; 2) any increase is used to provide additional services or to reflect the Department of Mental Health (DMH) program or Board policy changes; 3) your Board has appropriated sufficient funds for all changes; 4) the Director of Mental Health does not participate in DMH's decision to execute an amendment to the Agreement; 5) approval as to form by County Counsel is obtained prior to execution of any amendments; 6) the parties may, by written

amendment, mutually agree to reduce programs or services and revise the applicable TCA, without reference to the ten percent limitation; and 7) the Director of Mental Health notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to extend an agreement with CMHDA to provide consulting services; CMHDA's current agreement is scheduled to expire on June 30, 2013. DMH is requesting to execute this extension because CHMDA is the only entity within the State that has a level of leadership, advocacy, and support to guide community mental health service providers. Through CMHDA's consultation and expertise, DMH receives guidance on how to improve the quality of mental health care. In addition, CMHDA advises DMH in two areas: 1) Educational Arts Therapy Programs Implementation; 2) Mental Health Services Act (MHSA) Planning and Implementation.

CMHDA is a private not-for-profit advocacy association comprised of Mental Health Directors from each of the 58 counties within the State of California, as well as the city of Berkeley and the Tri-City municipal special district. Its mission is to provide leadership, advocacy, expertise, and support to California county mental health programs charged with serving individuals with serious mental illness. In collaboration with various entities, CMHDA has made outstanding strides in their efforts to ensure social justice, wellness, resiliency, and recovery to the mental health population.

The Director of Mental Health participates in meetings as a Governing Board Member with CMHDA, but he is not compensated and does not benefit financially in any way. In addition, the Director of Mental Health did not participate in the approval process for this Agreement. County Counsel has advised that the conflict of interest laws therefore do not preclude the County from entering into an agreement with CMHDA.

Based on its proven expertise in implementing innovative mental health therapeutic programs, CMHDA is in the unique position to assist DMH by providing consultation and technical advice to expand arts therapy programs in the juvenile probation halls and camps in Los Angeles County. The educational arts therapy programs have been provided in the juvenile probation halls and camps for approximately eight years and are very successful. The expansion of the arts therapy programs to additional camps will support the rehabilitation programming currently required under the Department of Justice settlement agreement.

Also, under this Agreement, CMHDA provides expertise in the area of public policy development, data analysis, government relations, and advocacy related to overall MHSA planning and implementation. As a statewide organization, CMHDA collaborates with State agencies, including the Department of Health Care Services—Mental Health Division, on issues of importance to county mental health agencies in California and continues to be instrumental in helping DMH understand the complexities of MHSA planning. The members of CMHDA and the individuals employed to support the various counties continue to be needed until the public mental health system is fully transformed under the MHSA. CMHDA will provide critical assistance to DMH in further developing transformation plans and its quality of care system with limited resources. If this action is approved, CMHDA will continue providing ongoing support to DMH's planning efforts as well as plan modifications or new initiatives, like Health Care Reform which will drastically change the way we currently do business. CMHDA will be able to collaborate with its various partners on a local, State

and federal level to ensure that we develop a comprehensive plan that highlights the benefits of utilizing public mental health as the principal resource for integrated services.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, "Operational Effectiveness" and Goal 3, "Integrated Services Delivery."

FISCAL IMPACT/FINANCING

The TCA of FY 2013-14 for the CMHDA Agreement is \$392,066, funded by Sales Tax Realignment funds, Intrafund transfer, and State MHSA revenue. Funding for this agreement is included in DMH's FY 2013-14 Recommended Budget.

There is no net County cost impact associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CMHDA provides consultation and technical assistance in the areas of advocacy and public policy development as well as implementing two innovative mental health therapeutic programs in the juvenile probation halls and camps known as the Educational Arts Therapy Programs which include:

1. The California Institute of Arts program, which provides a series of workshops including dance, music, theatre, and the visual arts led by highly qualified professional artists selected for their proven ability to work with youths in detention settings and at-risk youth in juvenile halls and camps.
2. The Drumming for Life program, which provides customized music instruction workshops for at-risk youth detained in the juvenile halls who are pending placement. The drumming workshops use rhythm to increase self-esteem, build community, develop trust, and release stress, in which youth learn to maintain control over anger and impulsive behavior. The Department of Justice has endorsed similar programs as part of a therapeutic treatment plan.

The attached Amendment format has been approved as to form by County Counsel. Clinical and administrative staff of DMH will continue to administer and supervise this Agreement, evaluate programs to ensure that quality services are being provided to clients, and ensure that Agreement provisions and Departmental policies are being followed.

CONTRACTING PROCESS

CMHDA is a unique organization; their consultants assist DMH in developing and implementing new, evidence-based programs necessary to meet the local, State, and federal mandates, including U.S. Department of Justice requirements in the Probation Department's juvenile halls and camps through arts therapy programs.

DMH will prepare a solicitation for the Educational Arts Therapy Programs (California Institute of Arts and Drumming for Life) and anticipates returning to the Board in FY 2013-14 to request authorization to execute agreement(s) with qualified contractor(s).

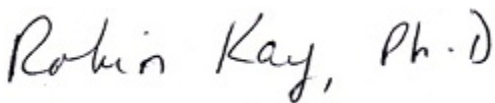
The Sole Source justification checklist (Attachment II) submitted to your Board on June 9, 2010, to enter into a Sole Source Agreement with CMHDA is still applicable.

The Department's notification of intent to negotiate a sole source Amendment with CMHDA was submitted to your Board on May 22, 2013 (Attachment III).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Upon Board approval, the extension of this Agreement will allow CMHDA to deliver an array of consultant services without interruption to clients residing in the County of Los Angeles. The provision of expert consultation and technical assistance will continue to improve the efficiency and effectiveness of mental health operations.

Respectfully submitted,

A handwritten signature in cursive script that reads "Robin Kay, Ph.D.".

ROBIN KAY, PH.D

Chief Deputy Director

RK:ST:DM:RK:gt

Enclosures

c: County Counsel
Chief Executive Officer
Chairperson, Mental Health Commission
Executive Officer, Board of Supervisors

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this ____ day of ____, 2013, by and between the COUNTY OF LOS ANGELES (hereafter "County") and California Mental Health Directors Association (hereafter "Consultant").

WHEREAS, County and Consultant have entered into a written Agreement, dated June 9, 2010, identified as County Agreement No. MH050038, (hereafter collectively "Agreement"); and

WHEREAS, County and Consultant intend to amend Agreement only as described hereunder; and

WHEREAS, for FY 2013-14, County and Consultant intend to amend Agreement to extend the term of this Agreement for one year, beginning **July 1, 2013** through **June 30, 2014**, to allow for the continuation of Mental Health Services Act (MHSA) Planning and Implementation and Educational Arts Therapy Programs Implementation; and

WHEREAS, the Total Compensation Amount (TCA) for FY 2013-14 to cover the one-year period shall be **\$392,066**; and

NOW THEREFORE, County and Consultant agree that the Agreement shall be amended only as follows:

1. For FY 2013-14, County and Consultant amend Agreement to extend the term of the Agreement for one year, beginning July 1, 2013 through June 30, 2014, to allow for the continuation of MHSA Planning and Implementation and

Educational Arts Therapy Programs Implementation. For FY 2013-14, the TCA shall be \$392,066.

2. Exhibit A-3 (Statement of Work) shall be deleted in its entirety and replaced with Exhibit A-5 (Statement of Work), attached hereto and incorporated herein by reference.
3. Exhibit B-4 (Fee Schedule) shall be revised and replaced with Exhibit B-5 (Fee Schedule), attached hereto and incorporated herein by reference.
4. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Consultant has caused this Amendment to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

California Mental Health Directors
Association _____
CONTRACTOR

By _____

Name _____ Patricia Ryan

Title _____ Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

STATEMENT OF WORK

CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION CONSULTANT SERVICES AGREEMENT

Mental Health Services Act Planning and Implementation

California Mental Health Directors Association (CMHDA) consultants shall provide technical assistance to counties, including Los Angeles County, on Mental Health Services Act (MHSA) issues throughout the term of Agreement. A portion of the funding needed to cover such costs is borne by each of the counties in the State, and DMH agrees to pay CMHDA its portion of cost in exchange for CMHDA's provision of the following services:

A. MHSA Technical Assistance: CMHDA shall:

1. Review, analyze and summarize County of Los Angeles, Department of Mental Health (DMH) MHSA proposed documents.
2. Attend and report to membership on meetings of the Oversight and Accountability Commission.
3. Keep CMHDA members informed about activities and deadlines.
4. Coordinate the activities of CMHDA work groups to analyze DMH work products.
5. Draft CMHDA response to DMH work products based on input from work groups.
6. Act as primary resource person for the CMHDA members and staff on MHSA issues.
7. Develop and staff a MHSA Message Board on CMHDA's website.
8. Develop and keep updated a user-friendly MHSA page on CMHDA's website.
9. Provide monthly (or more often, as needed) written update on MHSA activities.
10. Coordinate training and technical assistance activities with California Institute for Mental Health.
11. Staff CMHDA policy committees as needed.
12. Other duties as assigned by the DMH Director of Mental Health or his designee.

B. MHSA California Social Work Education Center Aging Initiative (AI): CMHDA Governing Board established the California Social Work Education Center (CalSWEC) Aging Initiative (AI) to address one of the components of MHSA, in relationship to the development of a competent, diverse workforce to meet the needs of an increasingly diverse population of aging California and their families. CMHDA will assist the various County Directors in their efforts to recruit and train those individuals that serve as leaders of organizations developing and providing social work, health, mental health and other services to older adults. Among the duties to be performed are:

1. Establish and maintain a collaborative partnership of key stakeholders representing each County agency, public, educational service communities; State and local agencies; and representatives of older adults, families, and caregivers to:
 - a. Assess the needs of older adults with mental illness, and provide guidance about services and guideline-based treatment appropriate to their needs.
 - b. Develop outcome measurement protocols regarding treatment practices to improve quality of care.

Exhibit A-5

2. Develop and implement a statewide workforce development strategy for geriatric/gerontological social work that includes specific strategies related to:
 - a. Advocate for the advancement of programs, policies, and legislation that support and fund the growing need to:
 1. Recruit and retain diverse, professionally trained geriatric/gerontological social workers,
 2. Further train existing workers employed in aging services agencies,
 3. Improve the quality of life and support needs of older adults and their families,
 4. Utilize input from diverse aging consumer stakeholders in the process,
 5. Secure funding and lead and/or guide programs to achieve the above goals, 1-3.
 6. Develop and contribute to legislative initiatives to further workforce development for older adults and families.
 - b. Advocate with State, Federal and private agencies for sustainable funding for aging workforce training.
 - c. Expand competency-based geriatric/gerontological curriculum and specialization in California graduate schools of social work. Stimulate the development of a full continuum of competency-based geriatric/gerontological training and education programs at every level of education from high school through doctorate degree, and for use as employee in-service training.
 - d. Develop initiatives to increase the diversity in the workplace, dealing with older adults with mental illness;
3. Support research in aging, health, and mental health to advance best practices knowledge development. This will allow a collaborative effort to:
 - a. Increase the pace at which evidence based practices are routinely available through the public mental health system.
 - b. Promote the sustainable, model adherent implementation of evidence based practices.

Consultation and Technical Assistance on Educational Arts Therapy Programs

CMHDA Consultants shall provide assistance in developing and implementing new, evidence-based programs necessary to meet local/state/federal mandates, including U.S. Department of Justice requirements in the County of Los Angeles' Probation Department's juvenile halls and camps.

CMHDA consultants shall continue and expand upon existing educational arts therapy programs in the juvenile probation halls and camps and in the community when minors transition from camp settings. CMHDA consultants shall provide services including, but not limited to, the following:

- Directly providing performing and fine arts instruction to youths detained in the juvenile halls and camps and those transitioning from camp settings;
- Providing all instructional materials, supplies, and/or instruments required to allow full participation in the program(s) by all enrolled students;
- Arranging age, language, educationally and culturally-appropriate performances by dance, theater, vocal, instrumental, or other performing arts specialists; and

Exhibit A-5

- Providing Probation and Mental Health Treatment teams with recommendations for program improvement and facilitation.

CMHDA Consultants' shall perform services on-site at the following Probation Juvenile Halls: Barry J. Nidorf Juvenile Hall, Central Placement Unit, Los Padrinos Juvenile Hall, and the following camps: Camp Glenn Rockey, Camp David Gonzalez, Camp Scott Scudder, Camp William Mendenhall, Camp John Munz, and camps at Challenger Memorial Youth Center (Camp Gregory Jarvis, Camp Ronald McNair, and Camp Ellison Onizuka), in Los Angeles County. CMHDA shall provide DMH with progress reports on consultation services completed and those in process through regular telephone conferences with Project Managers.

EXHIBIT B-5 FEE SCHEDULE

PAYMENT SCHEDULE

CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION CONSULTANT SERVICES AGREEMENT FEE SCHEDULE FOR FISCAL YEARS 2013-14

MHSA Planning and Implementation

| | |
|--|-----------|
| MHSA Technical Assistance (On going) | \$174,766 |
| MHSA California Social Work Education Center Aging Initiative (AI) (Ongoing) | \$ 21,600 |

Educational Arts Therapy Programs Implementation

| | |
|---|-----------|
| (1957 hours @ \$100.00/hour for Educational Arts Therapy Instructors) | \$195,700 |
|---|-----------|

Sales Tax Realignment (CGF) (\$145,700)

Intrafund Transfer from DCFS (CGF) (\$15,000)

MHSA – PEI – Juvenile Justice Aftercare Program (\$35,000)

| | |
|---------------------------|-----------|
| Total Compensation Amount | \$392,066 |
|---------------------------|-----------|

California Mental Health Directors Association (CMHDA) shall submit invoices as follows: Annually at the beginning of the fiscal year for the full amount stated in this fee schedule for MHSA programs and two invoices per quarter for Educational Arts Therapy Programs at the rates specified in this fee schedule, for the services described in this Statement of Work.

CMHDA shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices shall be specific as to the type of services provided and shall be submitted to:

1. MHSA Technical Assistance:

County of Los Angeles – Department of Mental Health
550 S. Vermont Avenue, 12th Floor
Los Angeles, CA 90020
ATTN: Angel Baker, Administrative Manager

2. Educational Arts Therapy Programs:

County of Los Angeles – Department of Mental Health
550 S. Vermont Avenue, 4th Floor
Los Angeles, CA 90020
ATTN: Sandra Thomas, Deputy Director

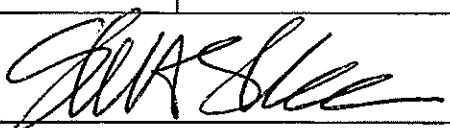
3. MHSA California Social Work Education Center Aging Initiative (AI):

County of Los Angeles – Department of Mental Health
550 S. Vermont Avenue, 6th Floor
Los Angeles, CA 90020
ATTN: Virginia Borrero, HP Analyst III

In the event the State or federal government deny any or all claims submitted by County on behalf of Contractor, County will not be responsible for any payment obligation and, accordingly, Contractor shall

not seek any payment from County and shall indemnify and hold harmless County from any and all liabilities for payment of any or all of those specific denied claims, except for any claims which are denied due to the fault of the County. Any controversy or dispute arising from such State or federal denied claims shall be handled by Contractor in accordance with the applicable State and/or federal administrative appeal process.

**SOLE SOURCE CHECKLIST
CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION**

| Check (✓) | JUSTIFICATION FOR SOLE SOURCE CONTRACTS |
|---|---|
| | <i>Identify applicable justification and provide documentation for each checked item.</i> |
| ✓ | <p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p> <p>CMHDA is the only agency whose organizational structure is comprised of Mental Health Directors from each of the 58 counties within the State of California, as well as the cities of Berkeley and Tri-City. No other California agency has this level of executive representation or resources necessary to provide DMH with the advocacy, oversight, and leadership to address both financial and programmatic issues, as they related to mental health reform, Mental Services Act implementation, and various other mental health legislative regulations. Based on the fact that this is a collaborative effort between the various counties, CMHDA can ensure a standardization of a state-wide public mental health system.</p> |
| | ➤ Quick action is required (emergency situation). |
| | ➤ Proposals have been solicited but no satisfactory proposals were received. |
| | ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. |
| | ➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives. |
| | ➤ It is more cost-effective to obtain services by exercising an option under an existing contract. |
| | ➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc. |
| | ➤ Other reason. Please explain: |
| <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;">  Sheila A. Shima Deputy Chief Executive Officer, CEO </div> <div style="width: 40%; text-align: right;"> <u>5/10/10</u> Date </div> </div> | |



LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV



MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

May 22, 2013

TO: Each Supervisor
Robin Kay, Ph.D.
FROM: Robin Kay, Ph.D.
Chief Deputy Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE CONSULTANT SERVICES AGREEMENT WITH CALIFORNIA MENTAL HEALTH DIRECTORS ASSOCIATION**

This memo is to comply with the Board of Supervisors Policy Manual, Section 5.100 Sole Source Contracts. It is the Los Angeles County Department of Mental Health's (DMH) intent to enter into sole source contract agreement with the California Mental Health Directors Association (CMHDA), located at 2125 19th Street, 2nd Floor, Sacramento, CA 95818.

CMHDA is a private not-for-profit consultant services agency comprised of Mental Health Directors from each of the 58 counties within the State of California, as well as the cities of Berkeley and the Tri-City municipal special district that includes Claremont, Pomona and LaVerne. Its mission is to provide leadership, advocacy, expertise, and support to California county mental health agencies charged with serving individuals with serious mental illness. With the formation of a sole source contract agreement, CMHDA will continue to receive the necessary resources to effectively represent DMH's interest in mental health issues to the Department of Health Care Services – Mental Health Division, Mental Health Services Act (MHSA) Oversight and Accountability Commission, and other important stakeholders dealing with the development of public policy and various legislative regulations.

CMHDA is the only agency within the State of California that can speak on behalf of all county mental health departments regarding the delivery of specialty mental health services including issues related to funding and regulations. Its unique organizational structure of Mental Health Directors has enabled CMHDA to establish various legislative acts necessary to meet County and City strategic objectives in relationship to quality of care, funding, and promoting consumer-oriented policies that support wellness and recovery efforts. Without CMHDA's level of leadership, advocacy, and support to the counties that provide mental health services, the quality of care will be seriously impacted. No other entity within the State has this level of support or direct expertise to develop policy that speaks directly to the issues of the mental health community. The

Each Supervisor
May 22, 2013
Page 2

extension of a sole source contract renewal with CMHDA will allow DMH to continue its efforts in addressing regulatory issues that are currently impacting the public mental health system which is particularly important as we move forward with the implementation of health reform. Finally, CMHDA has expertise in the implementation of innovative mental health therapeutic programs, focusing on those that utilize the arts to promote expression and improve mental health outcomes for vulnerable populations.

This extension of the sole source contract agreement will be for a one-year term, beginning July 1, 2013, through June 30, 2014. The contract will be funded with Sales Tax Realignment County General Fund in the amount of \$145,700, Intrafund Transfer from Department of Children and Family Services in the amount of \$15,000, MHSA – Prevention and Early Intervention Juvenile Justice Aftercare Program in the amount of \$35,000, and MHSA Planning and Implementation in the amount of \$196,366 for a total of \$392,066.

Unless otherwise instructed by your Board, DMH will proceed with extending a sole source contract agreement within two weeks. DMH will work closely with the Office of County Counsel in preparing an amendment with CMHDA.

RK:DM:SDT:RK:gt

c: Mental Health Deputies
Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel
Margo Morales
Kimberly Nail
Dennis Murata, M.S.W.
Sandra D. Thomas, L.C.S.W.
Richard Kushi